

Whereupon, Council member Pamperin moved that the following resolution be adopted:

RESOLUTION NO. 2020-12

**A RESOLUTION AUTHORIZING THE EXECUTION OF A GAS
MAIN EXTENSION AGREEMENT REUNDABLE ADVANCE
FOR CONSTRUCTION AGREEMENT WITH MIDAMERICAN
ENERGY**

WHEREAS, the City of Eagle Grove is in the process of developing a 2019 Residential Subdivision Project, and;

WHEREAS, the City of Eagle Grove has received an agreement from MidAmerican Energy for a Gas Main Extension to serve the Residential Subdivision, affixed hereto, and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAGLE GROVE, IOWA that the Mayor and City Administrator are authorized to sign all paperwork and forms necessary to enter into an agreement with MidAmerican Energy for a Gast Main Extension and Refundable Advance for Construction Agreement.

The motion was seconded by Council member Weland and after due consideration thereof, the roll was called, and the following Council members voted:

Ayes: Pamperin, Weland, Schild, Jergens, _____, _____,

Nays: _____, _____, _____, _____, _____, _____,

Whereupon, the Mayor declared said Resolution duly passed and adopted this 17th day of February, 2020.

Sandra McGrath
Sandra McGrath, Mayor

ATTEST:

Bryce Davis
Bryce Davis, City Administrator/Clerk

**MidAmerican Energy Company
GAS MAIN EXTENSION AGREEMENT
REFUNDABLE ADVANCE FOR CONSTRUCTION**

MidAmerican Energy Company, an Iowa Corporation, its successors and assigns, (Company), and CITY OF HALL GROVE

its successors and assigns, (Applicant) agree as follows:

1. Company will extend its gas distribution mains as required to make natural gas service available to the following platted and described area:
EXTEND 500' OF 4" PLASTIC GAS MAIN TO THE NEW ADDITION THEN APPROX 1500' OF 2" PLASTIC ON BOTH SIDES OF THE ROADS IN THE ADDITION TO SERVE LOTS #1 - #12 OF THE CITY OF HALL GROVE ROTARY RESIDENTIAL DEVELOPMENT.
2. The Company shall:
 - a. Install, own, operate and maintain the gas distribution system and reserves the right to extend or alter the system in the future if necessary.
 - b. Furnish all necessary labor and materials required for the construction of such mains and distribution system.
 - c. Schedule such main installation with Applicant so as to provide timely service.
3. The Applicant shall:
 - a. Provide a signed final plat of the subdivision or a detailed plot plan of the area to be served.
 - b. Provide, without cost to the Company, such easements as are necessary for the construction, operation and maintenance of the gas main extension.
 - c. Provide easement areas: 1) cleared of all obstructions; 2) within 4" of final grade over the route of the distribution system; 3) with streets finished to local specifications; and 4) with sewer and water installed.
 - d. Place visible stakes, including lot numbers, on all lot corners and easement lines.
 - e. Provide drawings showing the location of all present and future underground facilities.
 - f. Locate all underground facilities such as storm sewers, sanitary sewers, septic lines and water lines that are not located by members of a one-call locating system.
 - g. Indemnify, protect and hold harmless the Company from and against all liability, damage, loss, claims and actions of any nature whatsoever which arise out of damage to underground facilities resulting from the customer's failure to correctly locate such facilities as required under this agreement.
 - h. Hold Company harmless for any loss, cost or damage caused by delays in construction of the distribution system and services.
4. Applicant agrees to provide a cash advance for construction totaling \$ 49,763.79. This amount includes \$ 41,103.32 for construction costs plus the composite Federal and State Tax liability (where applicable) of \$ 8,660.47. The cash advance for construction shall be due when this Agreement is signed by Applicant. If Applicant requires that the installation be completed during the winter construction season, or when adverse working conditions impede construction, Applicant shall pay an additional refundable sum of \$ _____ per foot. Company reserves the right to determine when such winter and/or adverse conditions exist. The amount of the cash advance is subject to change if Applicant's signed acceptance is not received by the Company within 90 days from the date Company executes this Agreement.
5. Company will refund portions of the cash advance for construction to Applicant as new customers connect to the main, subject to the following terms:
 - a. A refund based on estimated revenue plus tax shall be allowed for each new gas customer connect made within the first ten years following the date of this agreement.
 - b. No interest will be paid on refunded cash advances.
 - c. Refunds will be made at least once a year during the ten year period.
 - d. Total refunds shall not exceed the original cash advance for construction.
 - e. No refunds shall be made for customers connected after ten years from the date of this agreement.
 - f. The balance remaining on deposit at the end of the ten year period shall be deemed a non-refundable contribution in aid of construction.
 - g. Further main extensions which use any part of the gas main extension constructed under this Agreement will Not result in refunds.
6. Within the area described above, Company will provide gas service to customers in accordance with Company's tariffs and regulatory requirements.

MIDAMERICAN ENERGY COMPANY

APPLICANT

By JIM BLOCKER

By _____

Title SR. DESIGN TECH

Title _____

WMIS # 2787920

Date Wanted _____

District FDAO

Date Signed _____

